NE 41429

TRUST DEED

Vol.<u>mg2</u> Page <u>38</u>:

THIS TRUST DEED, made this 12 day of March 1992 EManuel Voils

Mountain Title Company of Klamath County as Grantor, Mountain Title Company of Klamath County as Trustee. John L. Lundberg, Trustee, or His Successors in Trust, Under the John L. Lundberg Loving Trust Dated July 24, 1991 Trustee, and

as Beneficiary,

WITNESSETH:

TRACT NO. 55, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

Thirty-Five Thousand and no/100

Dollars, with interest thereon according to the terms of a promissory

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payabla.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair not to remove or demolish any building or improvement thereon: not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike destroyers and the property with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filling same in the proper public office or offices, as well as the cost of all line searches made by filling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now rheeafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary way from time to time require, in an amount not less than \$5\$.

4. To provide and continuously maintain insurance on the buildings now rheeafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary and the such presentation of artificiary may procure the same at frantor's expense. The amount collected under any indebtedness secured hereby and in such order as beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amounts occleted, or any part thereof, may be released to grantor. Such application

It is mutually agreed that:

3. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such takini, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs und expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and knatter affects, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of broneficiary, payment of its lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indobtedness, trustee may (a) consent to the making of any map or plat of said property; (b) Join in

granting any easement or creating any restriction thereon; (c. poin in an subordination or other agreement allecting this deed or the lien or chargethereol; (d) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Truster's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without redard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of stid property or any part thereof, in its own name sue or otherwise collect the trust, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the precedy of the and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure owaive any default or notice of default hereunder or invalidate any act compursuant to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such a event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortyage or direct the trustee to processe this trust deed in equity as a mortyage or direct the trustee to processe thi

and expenses actually incurred in entorcing the obligation of the trust deel together with trustees and attorneys lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall will the parcel or parcels at auction to the highest bidder for each, possable of the time of sale. Trustee shall deliver to the purchaser its deed in form as required by low conveying the property so sold, but without any covenant or warrants, spress or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person evoluting the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided hirein, truster shall apply the proceeds of sale to payment or to the expense of sale, in cluding the compensational forms of the trustee of sale, in cluding the compensational forms of the trustee of sale, in the sale of payment of the expense of sale, in the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee a promited her under. Upon such appointment, and without conveyance to the success trustee, the latter shall be vested with all title, powers and distinct confirment of the successor trustee, as all the successor trustee.

16. The shall be trusted with all title, powers and distinct confirment of the successor trustee, the latter shall be vested with all title, powers and distinct consistent upon any trustee herein noned or appointed herein strusters that any appointment and without conveyance to the successor trustee.

17. Trustre excepts this trust when the deed, duly executed and acknowledged is made

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust compare or savings and loan association authorized to do business under the laws of Oregan or the United States, a trile insurance company authorized to insure trile to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agenty thereof, or on estrew agent (censed under ORS 659.532 to 059.585).

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)\* primarily for grantor's personal, family or household purposes (see Important Notice below).

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiary shall mean the holder and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

\*IMPORTANT NOTICE: Dolete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

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COUNTY OF Los Angeles On this 20th day of February in the	ss. year 1992 ounty and State.
personally linown to me or proved to me on the basis of satis to be the person whose name is subscribed to this ir acknowledged that he (she or they) executed it.	

FOR NOTARY SEAL OR STAMP



, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noticer of all indepleaness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of TO: trust deed have been tuny paid and satisfied. For never are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel an evidences of indeptedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED:

Beneficiary

De not loss or destray this Trust Dead OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be ma

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TRUST DEED  (FORM No. 881)  STEVENS.NESS LAW PUB. CO POHTLAND. GRE.  Emanuel Voils	was ny ED	STATE OF CREGON,  County of Klamath  I certify that the within instrument was received for record on the 25th day of Feb. , 19 92 at 11:10 c'clock A.M., and recorded in book/reel/volume No. M92 on page 3839 or as fee/file/instrument/microfilm/reception No. 41429 Record of Mortgages of said County. Witness my hand and seal of
Grantor  John L. Lundberg, Trustee	SPACE RESERVED FOR RECORDER'S USE	
Beneficiary		County effixed.
AFTER RECORDING RETURN TO MTC #27052-MK		Evelyn Biehn, County Clerk TITLE  By Dauleri Williamst Deputy
MIC 3527032-114	Fee \$15.00	